



Health Services
LOS ANGELES COUNTY

Los Angeles County
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December 2, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AN AMENDMENT TO THE OPHTHALMOLOGY
PHOTOGRAPHY SERVICES AGREEMENT
(SUPERVISORIAL DISTRICTS 1 AND 2)
(3 VOTES)**

SUBJECT

Request approval of an Amendment to extend the term of the Agreement for ophthalmology photography services at three Department of Health Services (DHS) facilities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 7 to Agreement No. H-209084 with Richard Morrone, Inc. dba Bio-Graph for the continued provision of ophthalmology photography services at Harbor-UCLA Medical Center (Harbor-UCLA), Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK MACC) and LAC+USC Healthcare Network (LAC+USC), effective January 1, 2009 through December 31, 2009, at an annual maximum obligation of \$131,000 which consists of \$38,000 for Harbor-UCLA, \$83,000 for LAC+USC and \$10,000 for MLK MACC, for the extended period.
2. Delegate authority to the Interim Director, or his designee, to extend the Agreement on a month-to-month basis not to exceed 12 months with no change to the terms and conditions for a potential maximum obligation of \$131,000.

PURPOSE/JUSTIFICATION OF THE RECOMMENDATION ACTIONS

Approval of the Amendment, substantially similar to Exhibit I, will allow DHS to continue to obtain as needed ophthalmology photography services at the three facilities. Ophthalmology photography

services are used to aid in diagnosing a variety of eye disease that includes diabetes, sickle cell anemia, and hematoma (internal bleeding) of the eye. The current Agreement expires December 31, 2008.

During this extension period, each DHS hospital/MLK MACC Chief Executive Officer will analyze actual usage (e.g., units of services, workload fluctuations, etc.) of these services, available staffing resources, availability and cost of equipment, and training requirements. Then in concert with the Director, Contract Administration and Monitoring, each facility will determine if continued contracting is the most feasible and cost effective solution, or if services can be done by in-house staff. In the event continued contracting is required, DHS will conduct a solicitation. Delegation of authority to extend the Agreement on a month-to-month basis beyond December 31, 2009 is requested to ensure sufficient time to either bring the services in-house or perform a competitive solicitation for a successor Agreement.

Implementation of Strategic Plan Goals

These actions support Goal 7, Health and Mental Health, of the County Strategic Plan.

FISCAL IMPACT/FINANCING

The annual maximum obligation for this Amendment is \$131,000, allocated by facility as follows: Harbor-UCLA - \$38,000, MLK MACC - \$10,000 and LAC+USC - \$83,000. Funding is included in DHS' Fiscal Year 2008-09 Final Budget and will be requested in future fiscal years as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The services have been contracted since 1998. Most recently on December 12, 2006, your Board approved Amendment No. 6 that extended the Agreement through December 31, 2008. The last extension was requested so that the facilities could train their staff and perform services in-house. Harbor-UCLA, MLK MACC and LAC+USC have not completed their in-house training nor an assessment of these services which results in DHS requesting an extension. During this extension, the facilities will either bring the services in-house or complete a competitive solicitation if continued contracting is determined to be the most cost effective.

The Agreement includes the latest Board-mandated provisions. The Agreement may be terminated by County upon giving ten days prior written notice.

County Counsel has approved Exhibit I as to form.

DHS has determined that this is not a Proposition A Agreement because the services are provided on a part-time or intermittent basis, and therefore, provisions of the County's Living Wage Program do not apply.

The administration at each facility will monitor the contractor's performance and assure compliance with the terms and conditions of the Agreement.

CONTRACTING PROCESS

On August 17, 2006, DHS released an Invitation for Bids. The solicitation was posted on the County Website and advertised in local newspapers. Additionally, seven potential bidders were located on the internet and notified of the solicitation. DHS did not receive any bids by the October 25, 2006 due date. As a result, an Amendment was executed with the current contractor under the same terms and conditions.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will allow DHS to ensure ophthalmic photography services in support of patient care at three facilities.

CONCLUSION

When approved, DHS requires three signed copies of the Board's action.

Respectfully submitted,



John F. Schunhoff, Ph.D.
Interim Director

JFS:rf

Attachment

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

OPHTHALMOLOGY PHOTOGRAPHY SERVICES AGREEMENT

AMENDMENT NO. 7

THIS AMENDMENT is made and entered into this ____ day of _____,
2008,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

RICHARD MORRONE, INC. DBA
BIO-GRAPH (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled,
"OPHTHALMOLOGY PHOTOGRAPHY SERVICES AGREEMENT", dated March 31,
1998, and any Amendments thereto, and all further identified as County Agreement No.
H-209084 (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and to make
other changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a
written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective January 1, 2009.
2. Agreement Paragraph 1, TERM AND TERMINATION/MAXIMUM OBLIGATION,
shall be replaced in its entirety to read as follows:

"1. TERM AND TERMINATION/MAXIMUM OBLIGATION: The term of
this Agreement shall become effective April 1, 1998 through

December 31, 2009, and thereafter on a month-to-month basis effective January 1, 2010 through December 31, 2010, unless sooner terminated by County, in whole or in part.

The annual maximum obligation for Contractor's services performed from January 1, 2009 through December 31, 2009 shall be allocated as follows: Harbor-UCLA Medical Center, Thirty-Eight Thousand Dollars (\$38,000), Martin Luther King, Jr. Multi-Service Ambulatory Care Center, Ten Thousand Dollars (\$10,000) and LAC+USC Healthcare Network, Eighty-Three Thousand (\$83,000)."

3. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Interim Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

RICHARD MORRONE, INC. DBA BIO-GRAPH
Contractor

Signature

By _____
Printed Name

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES
CONTRACTS AND GRANTS DIVISION

RF:r
Board letter ophthalmology photographic amendment no 7 11.20.08